

EXHIBIT 2

ASSIGNMENT AND ASSUMPTION

Know all men by these presents that for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, GENERAL MOTORS CORPORATION, whose address is 3044 West Grand Boulevard, Detroit, Michigan 48202 ("Assignor"), hereby assigns, upon the terms and conditions herein contained, to DELPHI AUTOMOTIVE SYSTEMS, LLC, whose address is 5725 Delphi Drive, Troy, Michigan 48098 ("Assignee") its entire right, title and interest, as Co-Tenant, in and to that certain Lease more particularly described on Exhibit "A" hereto (the "Lease"). The terms and conditions above referred to are as follows:

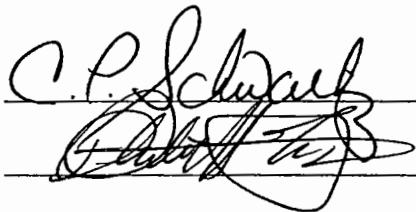
A. This Assignment shall be effective as of January 1, 1999 (the "Effective Date").

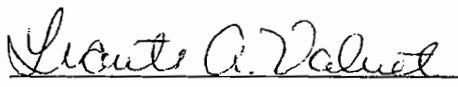
B. Assignee hereby assumes and agrees to perform all of the obligations of Co-Tenant under the Lease from and after the Effective Date.

C. Assignor shall indemnify Assignee, its officers, directors, stockholders, representatives, agents and employees and save them harmless from and against any and all claims, actions, damages, liability, costs and expenses, including reasonable attorney's fees, in connection with any obligations of Co-Tenant under the Lease and all losses, including loss of life, personal injury and/or damage to property, arising from or out of any occurrence in, upon or at the premises covered by the Lease arising prior to the Effective Date.

D. Assignee shall indemnify Assignor, its officers, directors, stockholders, representatives, agents and employees and save them harmless from and against any and all claims, actions, damages, liability, costs and expenses, including reasonable attorney's fees, in connection with any obligations of Co-Tenant under the Lease and all losses, including loss of life, personal injury and/or damage to property, arising from or out of any occurrence in, upon or at the premises covered by the Lease from and after the Effective Date.

Dated: December 10, 1998





GENERAL MOTORS CORPORATION

By 

JOHN J. DUES, General Director
Worldwide Real Estate

DELPHI AUTOMOTIVE SYSTEMS, LLC

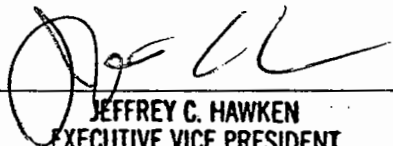
By 

Its 

LANDLORD'S CONSENT

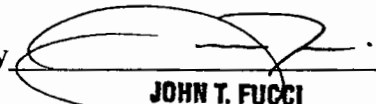
The undersigned Landlord hereby consents to the foregoing Assignment and Assumption without thereby releasing the Assignor from its continuing obligations under the Lease.

KILROY REALTY, L.P.
a Delaware Limited Partnership,
Kilroy Realty Corporation,
a Maryland Corporation,
General Partner



JEFFREY C. HAWKEN
EXECUTIVE VICE PRESIDENT
CHIEF OPERATING OFFICER

Dated: February 2, 1999

By 

JOHN T. FUCCI
Its **SR. VICE PRESIDENT**
ASSET MANAGEMENT
Landlord

EXHIBIT "A"

Standard Single Tenant NNN Lease between LIMAR REALTY CORP. #19, as Landlord, and PACKARD-HUGHES INTERCONNECT and GENERAL MOTORS CORPORATION, as Co-Tenants, dated October 11, 1995, as amended, covering premises at 17150 Von Karman Avenue, Irvine, California 92714.